

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
[www.purchasing.utah.gov](http://www.purchasing.utah.gov)

**Request for Proposal  
Agency Contract**

Solicitation Number: **RM6026**  
Due Date: **11/09/05 at 3:00 P.M.**  
Date Sent: **October 6, 2005**

Goods and services to be purchased: **CONTRACT FOR PAVEMENT CONDITION COLLECTION, ANALYSIS AND REPORTING SERVICES**

**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

**Solicitation Number: RM6026**

**Due Date: 11/09/05**

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**Vendor Name:**

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**CONTRACT FOR PAVEMENT CONDITION COLLECTION, ANALYSIS AND REPORTING SERVICES PER THE ATTACHED RFP.**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.  
RX: 810 66000000030  
COMMODITY CODE: 96861

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

**2. SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**7. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

**9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**12. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**13. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

**REQUEST FOR PROPOSAL  
Solicitation #RM6026**

**PAVEMENT CONDITION COLLECTION,  
ANALYSIS AND REPORTING  
SERVICES**

**EXECUTIVE SUMMARY**

**Project Name:** Pavement Condition Data Collection, Analysis and Reporting Services.

**Requested Product:** Utah Department of Transportation (UDOT) wishes to implement a service contract with a firm(s) to obtain Pavement Condition information for use in design and asset management.

This RFP may result in a contract award to multiple contractors. The contract will be for one year contract with three one year renewal options.

**Operating Location:** Utah Interstate Highways (Routes 940)

**State Purchasing Agent:** Roselle Miller  
3150 State Office Building, Capital Hill  
Salt Lake City UT 84114-1061  
Phone Number: (801) 538-3232  
Fax Number: (801) 538-3342  
E-mail: [rmiller@utah.gov](mailto:rmiller@utah.gov)

**UDOT Purchasing Agent:** Denice McCarthy  
Phone Number: (801) 965-4761  
Fax Number: (801) 965-4073  
E-mail: [dmccarthy@utah.gov](mailto:dmccarthy@utah.gov)

**Note:** *All questions all questions must be submitted in writing and may be submitted to Denice McCarthy via email at the above address. Questions are due by 5:00 p.m. on Wednesday, October 19, 2005. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.*

**Contract Type:** Unit Cost Contract

**REQUEST FOR PROPOSAL  
Solicitation #RM6026**

**PAVEMENT CONDITION DATA COLLECTION, ANALYSIS AND REPORTING  
SERVICES**

**1.1 Background and Scope**

**1.1.1 Background**

The Utah Department of Transportation currently collects, analyzes and reports pavement condition on a system level basis. The information is required by federal agencies, stored in UDOT's Pavement Condition Database and/or is used in the Department's pavement management, as well as asset management strategies.

**1.1.2 Scope**

Pavement condition information collected for Utah's Interstate Routes (940 centerline miles). The pavement type being approximately 70 and 30 percent, asphalt and concrete, respectively. The data collection, analysis and reporting will be according to the requirements outlined in this RFP.

**1.2 RFP Introduction**

1.2.1 The purpose of this RFP is to solicit proposals from firms interested in providing the Utah Department of Transportation (UDOT) with pavement condition information and accomplish relevant analyses and reporting on the interstate. The survey and analyses should be performed safely and efficiently using reliable and repeatable technology to provide consistent, objective, pavement condition data. This RFP is designed to provide interested OFFERORS with sufficient information to submit proposals that are responsive to the requirements of this request. This RFP does not intend to limit a proposal's content or exclude any relevant or essential data. OFFERORS are at liberty and are encouraged to expand upon the specifications to evidence product or service capability under any agreement.

1.2.2 Once proposals have been received, they will be initially reviewed for firms meeting the stated qualification requirements (reference paragraph 1.3) and for responsiveness to the proposal submittal requirements identified in the RFP. Proposals meeting these requirements will be considered responsive to the RFP, and will then be evaluated to determination "best value", using the evaluation criteria referenced in section 4.

1.2.3 A contract will be established with the OFFEROR whose proposal has been determined to be the "best value" for the State. It is anticipated that this RFP may result in a single or multiple contract award(s). A one year contract with three one year options.

- 1.2.4 There is no guarantee this contract will be awarded. The State reserves the right to cancel this solicitation at any time and not award a contract if that is in the best interest of the State.
- 1.2.5 Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).
- 1.2.6 The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of Utah Department of Transportation. The reference number for the transaction is Solicitation RM6026 . This number shall be referenced to on all proposals, correspondence, and documentation relating to the RFP.

**1.3 OFFEROR Qualification Requirements:** The OFFERORS, to be considered for this RFP, shall meet or exceed the following minimum requirements.

- 1.3.1 The OFFEROR will have demonstrable experience in pavement condition collection, analysis, and reporting, with a minimum of two completed projects in the United States, within the last five years. OFFEROR will furnish references.
- 1.3.2 Five years of work experience in pavement condition, collection, analysis and reporting methods.
- 1.3.3 Holds professional liability insurance and bondable.

**1.4 Insurance Requirements**

- 1.4.1 OFFEROR is required to provide the following proofs of insurance coverage
  - Workers Compensation Insurance
  - Including Coverage B, Employers Liability
    - \$100,000 limit, each accident
    - \$500,000 limit per disease-policy limit
    - \$100,000 limit per disease-each employee
  - General Liability and Automobile Insurance
    - \$1,000,000 per occurrence
    - \$2,000,000 aggregate
  - A.M. Best Rating A-VIII

**1.5 Reference Documents**

- 1.5.1 Manual of Uniform Traffic Control Devices (MUTCD) 2003 dated November 1, 2003,

## SECTION 2: TECHNICAL PROJECT REQUIREMENTS

### 2.1 Detailed Scope of Work

2.1.1 Obtain written approval from the DEPARTMENT's region traffic engineers for hours of operation, when traffic control during data collection is required.

<b>Pavement Collection</b>	<b>Description &amp; Location</b>	<b>Functional Class</b>	<b>Centerline Mileage</b>	<b>Urban Centerline Mileage</b>	<b>Rural Centerline Mileage</b>	<b>Method, Analysis &amp; Reporting</b>
<b>IRI</b>	Outside lane, entire section, both directions	Interstate	940	170	770	Note 1
<b>Rutting</b>	Outside lane, entire section both directions	Interstate	940	170	770	Note 1
<b>Faulting~Concrete</b>	Outside lane, entire section both directions	Interstate	300	130	170	Note 1
<b>FWD</b>	1 test/mile, outside lane both directions	Interstate	940	170	770	Note 2
<b>Photolog</b>	Outside lane, entire section, both directions	Interstate	940	170	770	Note 3
<b>Distress (pavement condition)</b>	First 500' beyond each milepost, outside lane, both directions	Interstate	940	170	770	Note 4
<b>Skid Number</b>	1 test @ each mile, outside lane, both directions	Interstate	940	170	770	Note 5

**Note 1**

**IRI** - At a minimum the OFFEROR shall gather and provide continuous roughness data for the Interstate roadway using 32 khz laser sensors. The data shall be collected in accordance with ASTM E950 (Class II), and provided in accordance with ASTM E1926-98. The roughness is to be collected in both left and right wheel paths. Reported data shall depict IRI1, IRI2 and Half Car Simulation (HCS). Half car simulation is currently used. Ride quality ratings differ depending on whether it is concrete or asphalt. Ratings are very good, good, fair, poor, very poor. For concrete the values are; below 85, 85 to 110, 111 to 140, 141 to 175, above 175. For asphalt its below 45, 45 to 70, 71 to 100, 101 to 135, above 135.

**Rutting** - At a minimum, rut data shall be collected using three (3) 32 khz lasers. The OFFEROR is encouraged to provide additional options for rut measurement using five or more lasers or scanning laser technology to encompass the entire lane width. If options with more than three lasers or scanning laser technology are included, the OFFEROR will provide the results of a three-laser rut test. The DEPARTMENT intends to use the actual three laser rut data to compare with historical three laser rut data archived in the Pavement Management System (PMS), database. Reported data shall depict rut average and rut standard deviation. Same ratings as IRI, but corresponding to the following scale, below 0.1", 0.1" to 0.25", 0.26" to 0.5", 0.5" to 0.75", and above 0.75".

The OFFEROR shall provide the data in an electronic form, equivalent to the DEPARTMENTS current format. An example of the DEPARTMENT's Ride and Rut format follows (an electronic .M01 files can be sent upon request):

FILE 015P2887.P01 RP090L v1.56 - 21 OCT 97

COUNTY 035 ROUTE 015 DIR North(+) LANE 1  
 OPERATOR Leroy DRIVER Leroy VEHICLE 0514 EQUIPMENT laser  
 FILE\_NAME 015P2887 USER\_REF\_2 0 USER\_REF\_3 0  
 DATE 04/30/1997 TIME 11:17:41 DCF 17305 E  
 WAVELENGTH\_LONG 300 ft  
 WAVELENGTH\_SHORT none

FROM	TO	ROUGH DIST	RUT AVG	RUT STD	IRI 1	IRI 2	HCS IRI
288.740	289.000	0.260	-0.03	0.042	61	66	57
289.000	290.000	1.000	-0.06	0.038	51	52	47
290.000	291.000	1.000	-0.03	0.056	96	116	95
291.000	292.000	1.000	0.01	0.045	112	148	112
292.000	293.000	1.000	0.02	0.068	109	144	113
.	.	.	.	.	.	.	.
.	.	.	.	.	.	.	.
.	.	.	.	.	.	.	.
307.000	308.000	1.000	0.11	0.176	127	153	118
309.000	310.000	1.000	0.05	0.120	145	140	129
310.000	311.000	1.000	0.00	0.100	168	182	157



```

=====
288.740  311.213  22.473  0.02 0.112  108  122  102
=====

SENSOR      #1      #2      #3
-----
GATE/ZERO    0        0        0
LOW          0        0        0

```

Faulting - At a minimum, the OFFEROR shall collect laser-based absolute height differences in both wheels paths on the Interstate concrete sections. Standard practice for estimating faulting on concrete pavement shall fall under AASHTO Designation PP 39-00. Other options using scanning laser technology are also encouraged. If options of scanning laser technology are included, the OFFEROR will provide the results of three lasers collected faulting. At a minimum the Faulting data shall be collected using three (3) 32 khz front bumper mounted lasers. The DEPARTMENT intends to use the actual three laser faulting data to compare with historical three laser fault data archived in the DEPARTMENT's PMS data base. Reported data shall depict a fault totals (greater than 0.1 inch) for the right wheel path only. Additional columns shall list faulting in tenths of an inch ranging from 0.1 to 1.5 inches.

The OFFEROR shall provide the data in an electronic form, equivalent to the DEPARTMENTS current format. An example of the DEPARTMENT's Faulting format follows (an electronic .A01 files can be sent upon request):

```

FILE 015P2887.P01      RP090L v1.56 - 21 OCT 97

COUNTY 035      ROUTE 015      DIR North(+) LANE 1
OPERATOR Leroy    DRIVER Leroy    VEHICLE 0514    EQUIPMENT laser
FILE_NAME 015P2887  USER_REF_2 0      USER_REF_3 0
DATE 04/30/1997    TIME 11:17:41    DCF 17305 E
WAVELENGTH_LONG 300 ft
WAVELENGTH_SHORT none

FROM      TO      ROUGH DIST      RUT      RUT      IRI 1      IRI 2      HCS      Fault      Fault      0.1-      0.2-      1.3-      1.4-      >=
          TO      DIST      AVG      STD      IRI 1      IRI 2      IRI      Index      Total      0.2      0.3      1.4      1.5      1.5
-----
288.740  289.000  0.260 -0.03 0.042  61      66      57  0.147  4      4      0      0      0
289.000  290.000  1.000 -0.06 0.038  51      52      47  0.110  1      1      0      0      0
290.000  291.000  1.000 -0.03 0.056  96      116     95  0.172  153  112  37      0      0
291.000  292.000  1.000 0.01 0.045  112     148    112  0.148  213  190  22      0      0
292.000  293.000  1.000 0.02 0.068  109     144    113  0.147  183  168  14      0      0
293.000  294.000  1.000 0.01 0.065  85      106     84  0.138  58      52      5      0      0
294.000  295.000  1.000 -0.01 0.100  110     121    103  0.142  115  102      9      0      0
295.000  296.000  1.000 -0.03 0.078  105     121    104  0.134  172  159  12      0      0
296.000  297.000  1.000 0.03 0.039  93      101     89  0.122  122  120      2      0      0
297.000  298.000  1.000 0.03 0.072  81      96      80  0.137  122  116      3      0      0
298.000  299.000  1.000 0.01 0.077  100     116     98  0.151  151  127  19      0      0
299.000  300.000  1.000 0.01 0.121  126     150    130  0.150  271  247  19      0      0
300.000  301.000  1.000 0.10 0.097  129     145    123  0.177  190  155  15      0      0
301.000  302.000  1.000 -0.01 0.063  157     159    137  0.152  144  122  14      0      0
302.000  303.000  1.000 0.00 0.087  80      82      71  0.136  21      19      1      0      0
303.000  304.000  1.000 0.06 0.119  86      83      73  0.194  29      21      5      0      0
304.000  305.000  1.000 -0.01 0.133  75      76      65  0.169  19      15      3      0      0
305.000  306.000  1.000 -0.01 0.085  78      86      72  0.215  35      20     10      0      0
306.000  307.000  1.000 0.13 0.211  128     178    135  0.212  495  304  133      0      0
307.000  308.000  1.000 0.11 0.176  127     153    118  0.171  270  216  39      0      0
308.000  309.000  1.000 0.06 0.122  118     125    111  0.174  173  145  18      1      1
309.000  310.000  1.000 0.05 0.120  145     140    129  0.145  139  129      5      0      0
310.000  311.000  1.000 0.00 0.100  168     182    157  0.166  175  150  18      0      0
311.000  311.213  0.213 -0.00 0.138  188     225    183  0.195  71      54      5      0      0
=====
288.740  311.213  22.473  0.02 0.112  108  122  102  0.158  3326  2748  408  1  1
=====

SENSOR      #1      #2      #3
-----
GATE/ZERO    0        0        0
LOW          0        0        0
HIGH         0        0        0
DIFF         0        0        0
TOTAL        0        0        0

PROFILE      #1      #2
-----
SENSOR       0        0
MIN DIF      0        0
MAX DIF      2        2

```

CONST POS	29	32
TOTAL	2	2

The above data listed in Note 1., (Roughness, Rutting and Faulting) data shall be collected at a constant speed equal to the posted speed or 60 mph, whichever is lower. Collection of the above data shall be performed during dry, non-winter months when the weather will not influence the data negatively. The above data shall be recorded in inches per mile at one (1) mile intervals.

## Note 2

**FWD** - At a minimum the OFFEROR shall measure and record deflections and loads at each milepost, in the right wheel path of the outside lane. The FWD shall perform non-destructive testing of pavement, using forces developed by the arrest of a falling weight, and shall measure the resulting deflection of the test surface and the actual load placed on it.

The unit shall be provided with a fully integrated electronic system for recording and storing load and deflection data from a minimum of seven (7) sensors. It shall be a current production model with proven reliability in the U.S. Three years of calibration records from previous units of similar model calibrated at a SHRP FWD calibration center shall be submitted. Dynamic response of the amplitude and displacement of the pavement surface shall be measured at several locations along a line passing through the center of the applied load. Velocity transducers shall be placed at a distance of 0", 8", 12", 18", 24", 36", & 60" in the carriage. The system shall provide a choice of springs and mass combinations to permit the user to select three (3) drops of the weights which include one seating drop, one at force level 8000 lbs and one at 10000 lbs, with the drop sequence being fully automatic. This will enable the DEPARTMENT to evaluate modulus values back calculated to 9000 lbs. A circular load plate, 12" (300 mm) in diameter, shall be provided for the transmission of the load pulse to the pavement. The plate shall be open in the center to allow a deflection-measuring sensor to be installed. The design of the plate and related assembly shall be such that firm contact with the pavement is achieved, even on irregular surfaces. An on-board display of the data shall be available to enable the operator to quickly evaluate the validity of each test as it is performed. The system shall check for non-decreasing values and warn the operator. Surface temperature shall be collected at each drop. For the area being tested, minimum and maximum air temperature of the previous day shall be recorded for post processing purposes. Distance measurement and GPS shall be integrated into the software program, displayed on the monitor and stored in the data file. The GPS shall have an accuracy not exceed plus or minus 10 feet. DMI shall be capable of automatically measuring distance in English units as selected by the operator. It must also be capable of counting forward and backward from zero or any value. The units shall be shown in miles.

The OFFEROR shall provide the data in an electronic form, equivalent to the DEPARTMENTS current formats. An example of the DEPARTMENT's FWD file formats follows, (an example of the DEPARTMENTS electronic .fwd files can be sent upon request):

[illegible]

### Note 3

Photolog Image Data – Photolog Images are to be captured at 0.01-mile intervals in the outside lane in each direction of travel. The camera is to be mounted in a way so that the image captures the center of the lane at driver head height. The lens a 21mm wide-angle, pointed downward just enough so that no part of the vehicle is visible, and angled approximately 15° to the right to capture roadside features. Each image is to be captured, as an individual file in a high-resolution (1300x1030 ppi) JPEG format.

The OFFEROR shall provide the data in an electronic form, equivalent to the DEPARTMENTS current formats. An example of the DEPARTMENT's Photolog file formats follows, (an example of the DEPARTMENTS electronic photolog files can be sent upon request):

**Image Files/Directory Structure** – The image files for each route or route section are to be saved to a parent directory that follows a specific naming convention designed to identify the route section.

Example:

Name of Parent Directory	=	<b>6_13_0191_N</b>
where 6	=	District Number
13	=	County Number
0191	=	Route Number
N	=	Primary Direction

The directory file structure where image files are saved are to be setup as follows:

The parent directory contains one or more subdirectories that contain the JPEG image files. The first subdirectory named **Dir\_000** and contains 99 image files (if the route section is at least one mile long). The first image file in **Dir\_000** is named F\_00001.jpg; the second image file is named F\_00002.jpg and so on up to F\_00099. At this point, the next subdirectory is created (**Dir\_001**) which will contain image files named F\_00100 through F\_00199 and so on until reaching the end of the route or the route section within a district. If this sequence is interrupted due to rain or stopping to collect a different route, the route must be resumed in the proper sequence from the last image subdirectory and frame number.

**Data Files** – During the process of photolog data collection, the DVICS photolog software generates three data files for each route segment, which correspond directly to the image files collected. They are:

**Log Files** – These text files store information pertaining to the images and GPS data collected. One log file is generated for each route or route section. The name for each log file must match the name of the parent directory where corresponding image files are stored. Log files contain Header Information, Event, Frame #, Route No., County #, Direction, District #, Pos/Neg, Date, Frames per unit, Unit Type.

Example of the log file named **6\_13\_0191\_N.log**:

```
# 6_13_0191_N Log File: 2004-10-05
11:39:38 -0600
Started Odometer      1  191  13  N    6 166.758 + 10/5/2004  100  MILE
Image                 3460 191  13  N    6 201.348 + 10/5/2004  100  MILE
Stopped Cameras       3461 191  13  N    6 201.355 + 10/5/2004  100  MILE
```

**GPS Data Files** – Two separate GPS files containing coded GPS data are produced for each route segment by DVICS software during the process of photolog data collection. Both files are named using the same convention as the parent directory for image files and the corresponding log file. The **“.raw”** file (i.e. **6\_13\_0191\_N.raw**) contains the raw gps data as it is collected in real time with resolution determined by an operator set time interval. Along with normal GPS data, it

generates data fields for “roll”, “pitch” and “heading” information produced by the Applanix POST<sup>TM</sup> inertial GPS system. The “.gps” file (i.e. **6\_13\_0191\_N.gps**) contains GPS data that was post-processed from the raw GPS data when the data files are saved to the system hard drive. This file contains GPS data for each frame (image file) and is therefore a considerably smaller file than the “.raw” file. Either one of these files can be used as input to the **Curve and Grade Analysis** and **GPS to Text Converter** software supplied by Mandli Communications, Inc. with the system (Apple OS platform) to produce text files for curve and grade data and for GPS data.

Sample of a “.raw” file after processing through **GPS to Text Converter** software:

Date	Time	Distance	Latitude	Longitude	Altitude	Roll	Pitch	Heading
20041005	11:38:21	178279.9	40.75268	-111.712	1689.901	-1.219	-0.545	121.169
20041005	11:38:21	178279.9	40.75268	-111.712	1689.901	-1.219	-0.545	121.17
20041005	11:38:22	178279.9	40.75268	-111.712	1689.901	-1.219	-0.544	121.17
20041005	11:38:22	178279.9	40.75268	-111.712	1689.901	-1.219	-0.544	121.171

Sample of a “.gps” file after processing through **GPS to Text Converter** software:

Date	Time	Distance	Latitude	Longitude	Altitude	Frame#	Curve	Grade
20041006	11:01:11	265399.1	39.812808	-110.780113	2184.26	1	0	0
20041006	11:01:18	265414.7	39.812948	-110.780165	2184.709	2	0	0
20041006	11:01:20	265430.3	39.813088	-110.780216	2185.237	3	0	0
20041006	11:01:22	265445.8	39.813228	-110.780263	2185.741	4	0	0

The “Curve” and “Grade” elements provided by the Applanix inertial GPS system during data collection are intentionally nulled in this file. Accurate curve and grade data are generated later by post-processing using filters and preferences.

Compatibility Requirements of Data Output by Photolog Data Collection System – Its required that the photolog data collection system be completely compatible with the Digital Video Image Capture System (DVICS) supplied and supported by Mandli Communications, Inc. of Oregon, WI. The image and GPS data files generated during data collection by this system need to be completely compatible with the **Curve and Grade Analysis** and **GPS to Text Converter** software supplied by Mandli Communications, Inc. using Apple OS platform (Mac OS X, 10.3.2 Panther). These files also need to be completely compatible with **Route File Load** and **GPS Load** applications supplied by Mandli Communications, Inc. using a PC OS (Windows 2000 Professional or higher).

**Route File Load** and **GPS Load** applications load data into the Oracle<sup>TM</sup> database residing on a UDOT network server, which provides statewide access to photolog data. It is critical that image and GPS data files generated during data collection by a contract system are compatible with the applications and processes previously described in this document.

**Note 4**

Distress At a minimum the OFFEROR shall gather distress information, as outlined below, beginning at each mile post and continuing for 500 feet, for asphalt pavement, (concrete the first 40 slabs), in the direction of travel, outside lane, each direction. All distresses are to be measured at each severity level, and according to Distress Identification Manual for the Long-Term Pavement Performance Project (Publication Number FHWA-RD-03-031).

Concrete Distress Criteria:

\* Do not record additional cracks for slabs recorded as shattered.

	Distress Type	Measurement Units	Low Severity	Medium Severity	High Severity
-	<b>Shattered Slabs</b>	Number of slabs affected.	Not Recorded	Slab broken into 3 pieces.	Slab broken into 4 or more pieces.
43	<b>Longitudinal Cracking *</b>	Number of slabs with a single longitudinal crack.	Crack widths < 1/8"	Crack width 1/8" to 1/2"	Crack widths > 1/2"
45	<b>Transverse Cracking *</b>	Number of slabs with a single transverse crack.	Crack widths < 1/8"	Crack widths 1/8" to 1/4"	Crack widths > 1/4"
40	<b>Corner Breaks *</b>	Number of slabs with one or more corner breaks.	Diagonal corner cracks in slab, no spalling or faulting.	Corner crack is slightly spalled or faulted < 1/2".	Corner crack is highly spalled or faulted > 1/2".
52	<b>Map Cracking or Reactive Aggregate</b>	Number of slabs affected.	Small interconnected cracked pattern barely visible, no spalling or pitting of surface.	Interconnected crack pattern clearly visible no spalling or pitting of surface.	Clearly visible interconnected crack pattern with surface spalling.
50	<b>Spalling of Transverse Joints</b>	Number of transverse joints affected.	Spalling < 3" wide.	Spalls 3" to 6" wide.	Spalls > 6" wide.
48	<b>Joint Seal Damage</b>	Number of transverse joints affected.	Joint seal damage < 10% of joint length.	Joint seal damage 10% to 50% of joint length.	Joint seal damage > 50% of joint length.
61	<b>Patch Deterioration</b>	Percent of surface area for Entire Mile.	Patch has at most low severity distress.	Patch has moderate severity distress or has settled < 1/4".	Patch has high severity distress or has settled > 1/4".

## Asphalt Distress Criteria:

	<b>Distress Type</b>	<b>Measurement Units</b>	<b>Low Severity</b>	<b>Medium Severity</b>	<b>High Severity</b>
9	<b>Wheel Path Cracking</b>	Percent of both wheel path areas. (100% = both wheel paths for full length)	Longitudinal crack in wheel path with no or only a few connecting cracks, no spalling or pumping.	Interconnected crack pattern in wheel path, slightly spalled, no pumping.	Moderately to severely spalled pattern of interconnected cracks in wheel path, pumping may be evident.
11	<b>Edge Cracking</b>	For pavements with unpaved shoulders - Length of affected area.	Cracks within 2 feet of the edge - With no break up or loss of material.	Cracks within 2 feet of the edge - With some breakup and loss of material, for up to 10% of the length	Cracks within 2 feet of the edge - With considerable breakup and loss of material, for more than 10% of the length
12	<b>Longitudinal Cracking</b>	Length of all longitudinal cracks outside of the wheel path. (Include shoulder joint and center line joint)	Unsealed cracks < 1/4" or well-sealed cracks.	Unsealed or poorly sealed cracks > 1/4" to 3/4".	Unsealed or poorly sealed cracks > 3/4" or secondary random cracking.
16	<b>Transverse Cracking</b>	Number of cracks greater than half of lane width.	Unsealed cracks < 1/4" or well-sealed cracks.	Unsealed or poorly sealed cracks > 1/4" to 3/4".	Unsealed or poorly sealed cracks > 3/4" or secondary random cracking.
30	<b>Bleeding</b>	Length of bleeding in both wheel paths. (1000' = both wheel paths for the full length)	Surface discolored relative to remainder of pavement.	Losing surface texture due to excess asphalt.	Shiny appearance due to excess asphalt. Aggregate obscured by excess asphalt.
20	<b>Patching &amp; Utility Cuts</b>	Percent of surface area for Entire Mile.	Patch has at most low severity distress.	Patch has moderate severity distress.	Patch has high severity distress.
32	<b>Oxidation &amp; Raveling</b>	Length of affected area.	Asphalt oxidized & some loss of fine aggregate.	Loss of fine aggregate and some loss of coarse aggregate, road surface pitted.	Surface very rough and substantial loss of aggregate in wheel paths.

The OFFEROR shall provide the data in an electronic form, equivalent to the DEPARTMENTS current format (Microsoft Access). An example of the DEPARTMENT's distress Microsoft access table's column headings is as follows, (an example of the DEPARTMENTS electronic distress database can be sent upon request):

"Elem\_Id", "Route", "Beg\_RP", "End\_RP", "Region", "Road", "ElementID", "Persp", "Rejected", "Asph\_WhlPath\_Low", "Asph\_WhlPath\_Med", "Asph\_WhlPath\_High", "Asph\_Block\_Low", "Asph\_Block\_Med", "Asph\_Block\_High", "Asph\_Long\_Low", "Asph\_Long\_Med", "Asph\_Long\_High", "Asph\_Trans\_Low", "Asph\_Trans\_Med", "Asph\_Trans\_High", "Asph\_Bleed\_Low", "Asph\_Bleed\_Med", "Asph\_Bleed\_High", "Asph\_Edge\_Drop", "Asph\_Skin\_Patch", "Asph\_Potholes", "Asph\_Oxid\_Low", "Asph\_Oxid\_Med", "Asph\_Oxid\_High", "Asph\_Crack\_Seal", "Inspected\_By", "Conc\_BrkSlab\_Low", "Conc\_BrkSlab\_Med", "Conc\_BrkSlab\_High", "Conc\_CrnBrk\_Low", "Conc\_CrnBrk\_Med", "Conc\_CrnBrk\_High", "Conc\_Edge\_Drop", "Conc\_Joint\_Seal", "Offset", "Conc\_Long\_Low", "Conc\_Long\_Med", "Conc\_Long\_High", "Conc\_Trans\_Low", "Conc\_Trans\_Med", "Conc\_Trans\_High", "Conc\_Scaling", "Conc\_Map\_Crack", "Conc\_D\_Cracking", "Conc\_JntSpl\_Low", "Conc\_JntSpl\_Med", "Conc\_JntSpl\_High", "Insp\_Date", "Pumping", "Comments", "New Post".

#### **Note 5**

**Skid Number.** At a minimum, the OFFEROR shall gather and provide a Lock Wheel Skid Number (SN) using a trailer-type locked-wheel, pavement skid tester, consisting of a tow vehicle, a two-wheeled skid trailer and all the necessary mechanical and electronic instrumentation that meets the requirements of ASTM E274-97.

The skid tester shall be capable of testing at speeds between speeds of 40 to 50 mph using an onboard IBM compatible PC.

The testing equipment must include documentation of recent calibration from a FHWA Central/Western Field Test and Evaluation Center.

Measurements are to be taken in the outside lane, on an accumulated mile basis. When a measurement below 35 is observed, the frequency is to be increased to every 1/4 of a mile. The increased frequency will continue until measured values return to 35 or above, at which point, collection returns to every mile.

All testing will be done in the left wheel path.

Break in tire on the non-skid side of trailer will have 200 miles at least before it can be used on the skid side. GPS coordinates shall be included at each test. Normalized values to 40 mph.

The OFFEROR shall provide the data in an electronic form, equivalent to the DEPARTMENTS current format. An example of the DEPARTMENT's skid file format follows, (an example of the DEPARTMENTS electronic skid file can be sent upon request):

```
FILE 015P195.K01    RP040 v2.50 - 05 JUL 95
COUNTY region3    ROUTE 0015    DIR North(+) LANE 1 OPERATOR russ    DRIVER LeRoy    VEHICLE
UTDOT_SKD1 EQUIPMENT SFT5041 FILE_NAME 015P195    USER REF 2    USER REF 3 DATE
03/25/2004 TIME    12:44:19 DCF 16917
REF    TEST    SN    SN    SN    SN    SN    SD    SD    WATER    POST    STATUS    AVG
STD PEAK VALLEY LOCK AVG STD    AVG WHEEL -----
-----
```



195.015	00010011	32.3	1.86	70.0	33.4	33.8	50.2	0.26	29.6	Left
196.014	00000011	30.2	2.18	69.4	24.2	30.9	50.5	0.24	29.6	Left
197.013	00000011	29.4	2.21	65.5	28.0	30.2	50.4	0.17	29.6	Left
198.013	00000011	29.5	1.84	61.1	29.2	29.2	50.5	0.26	29.6	Left
199.014	00000011	29.7	2.35	68.3	29.0	29.0	50.1	0.20	29.5	Left
200.013	00000011	29.3	2.10	63.5	25.1	26.9	50.2	0.25	29.5	Left
201.015	00000011	42.3	0.84	75.4	43.6	43.6	50.1	0.22	29.3	Left
202.015	00000011	41.5	1.08	74.1	40.8	41.2	50.1	0.22	29.4	Left
203.015	00000011	43.2	0.69	79.6	50.7	50.7	50.4	0.26	29.5	Left
204.014	00000011	43.5	0.70	75.3	45.0	45.0	49.9	0.22	29.4	Left
205.014	00000011	40.6	0.92	71.6	48.1	48.1	50.1	0.25	29.6	Left
206.014	00000011	40.3	0.73	74.2	40.8	41.0	50.3	0.23	29.3	Left
207.014	00000011	40.7	0.69	71.3	39.7	39.7	50.3	0.28	29.4	Left
208.014	00000011	39.6	0.85	68.6	39.6	39.6	50.3	0.25	29.7	Left

Left Wheel N = 92 M = 35.6 SD = 6.98 H = 53.5 L = 26.3

### SECTION 3: PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

**3.1 Organization of Proposal:** To be deemed responsive to this RFP, the OFFEROR must divide their proposal into a preliminary section and the body.

3.1.1 The preliminary section shall contain the RFP form, Executive Summary, Certification and/or Letters:

3.1.1.1 The State's RFP form shall be completed and signed by a representative authorized to bind the OFFEROR.

3.1.1.2 The one or two page executive summary is to briefly describe the OFFEROR proposal. The summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the OFFEROR or SUB-OFFEROR. Members of the evaluation team should be able to determine the essence of the proposal by reading the executive summary. Requests to exclude proprietary information should be identified in the section. The executive summary shall contain a statement confirming the proposal is a firm offer.

3.1.1.3 Certifications and Letters:

Provide a letter or certificate from a surety firm certifying the OFFERORS ability to obtain performance (refer to paragraph 1.4)

3.1.2 The body of the proposal will comprise the following four sections:

**3.1.2.1 Pricing.** This section shall include a cost proposal with cost estimates arranged as follows (refer to Appendix A):

Note: Data collection items may be combined, to obtain one and/or more rates, i.e. (Collecting IRI & Rutting together to obtain a combined Rate \$/Linear Mile).

Data Collection Item	Unit	Rate
IRI	Linear Mile	\$
Photolog	Linear Mile	\$
Rutting	Linear Mile	\$
FWD	Linear Mile	\$
Distress	Linear Mile	\$
Skid Resistance	Linear Mile	\$
Traffic Control	Lump Sum	\$
Mobilization	Lump Sum	\$
Analysis and Reporting	Lump Sum	\$

**3.1.2.2 Company Profile** This section shall include an organizational chart indicating the names of all persons that may be assigned to the project and their areas of expertise. A detailed description of projects similar in design and scope to the proposed project shall also be included.

**3.1.2.3 Quality Control/Quality Assurance.** The proposal will describe the QC/QA process to be utilized in the collection of pavement condition information.

**3.1.2.4 The Work Plan** shall comprise:

- A detailed but brief narrative description of the scope, effort, and approach the OFFEROR will use to accomplish the work,
- A complete inventory of all assets to be used in performing the work,
- A list of SUB-OFFERORS, including qualifications, areas of responsibility and estimated percentage of work.

## **3.2 Preparation of Proposal**

3.2.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the equipment and capabilities of the vendor. Emphasis should be on completeness and clarity of content.

3.2.2 Proposals shall not exceed 10 pages in length and the font size of the body text will be no smaller than 12 point.

3.2.3 The State is not liable for any costs incurred by prospective OFFERORS prior to the issuance of any agreement or contract, nor will State pay for information solicited or obtained.

3.2.5 The State reserves the right to amend this RFP at any time prior to the proposal due date. An addendum containing the revisions will be furnished to all prospective firms listed by the Division of Purchasing.

3.2.6 **Proprietary Information.** The proposal of the successful OFFEROR(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. OFFERORS must clearly identify in the executive summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The executive summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

### **3.3 Submission of Proposal**

- 3.3.1 In order to be considered for selection, OFFERORs must submit a response using the format specified in this RFP.
- 3.3.2 Proposals must be received by State Purchasing and stamped on or before November 9, 2005, at 3 PM. Proposals received after the deadline will be late and be ineligible to receive further consideration.
- 3.3.3 Each proposal must be submitted to Utah State Purchasing as an original with Six (6) additional copies. Proposals should be sent to:

State of Utah Division of Purchasing  
3150 State Office Building, Capital Hill  
Salt Lake City, Utah 84114-1061

*The RFP reference number must appear on the envelope containing your proposal.*

- 3.3.4 The State reserves the right to waive any informality in any proposal received, or negotiate changes with the OFFEROR, if it is in the State's best interest to do so.
- 3.3.5 The State reserves the right to reject any or all proposals received in response to this RFP.**

## SECTION 4: PROPOSAL EVALUATION AND SELECTION PROCEDURES

- 4.1 Objective.** The objective of the proposal evaluation and selection process is to select the OFFEROR whose proposal has the highest degree of credibility and whose performance can be expected to best meet the State's requirements at an affordable cost.
- 4.2 Initial Evaluation.** Each proposal will first be evaluated against the mandatory proposal requirements (reference paragraph 1.2.2). Proposals that fail to comply with mandatory requirements will be rejected and will receive no further consideration.
- 4.3 Detailed Evaluation.** A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. A Source Selection Evaluation Team will be established. Members of the team will score each proposal according to pre-established evaluation criteria and weights for relative importance. Scores from each team member will be combined into a composite score for each offer.
- 4.3.1 Source Selection Evaluation Team.** The team will be composed of at least four evaluators.
- 4.3.2 Evaluation Criteria.** The following criteria with associated weights shall be used in the detailed evaluation.

Proposal Requirements	Evaluation Criteria	Weight (%)
Pricing	Price	30
Company Profile	Experience Project record Performance on past DOT projects References	35
Quality Control/ Quality Assurance	Strength and detail of approach	20
Work Plan	Ability to respond to project demands and variability in site conditions Time to complete work as outlined in RFP	10
Overall Proposal	Organization, Likelihood of success	5

- 4.3.3 Criteria Scoring.** For all criteria, scoring will range from zero (non-responsive) to 5 (excellent). Raw scores will be multiplied by the relative weight to determine a score for each criterion.
- 4.3.4 Oral Presentations.** OFFERORS' whose proposals are determined to be reasonably susceptible of being selected for contract award (a finalist) may be required to deliver oral presentations to the source selection committee.

Presentations will be for the purpose of clarifying and understanding of requirements, technical/work approach, or other aspects of the proposal. Proposals may be accepted without oral presentations. Scoring will be finalized after oral presentations using the above criteria. Oral presentations will be made at the OFFEROR's expense.

#### **4.4 Selection**

4.4.1 The OFFEROR achieving the highest overall score will be selected for contract award.

4.4.2 Unsuccessful OFFERORS shall be notified in writing.

4.4.3 A formal debriefing of the OFFEROR's proposal evaluation is not planned. Written questions pertaining to the OFFEROR's proposal are permitted and will be answered promptly in writing.

#### **4.5 Contract Award**

4.5.1 The State of Utah Division of Purchasing will complete the contract award.

4.5.2 The contract will incorporate the OFFEROR's response and the original RFP.

## Attachment C

### SPECIAL TERMS AND CONDITIONS

#### 1. INVOICING **OFFEROR shall submit invoices to the UDOT Project Manager.**

The contract number shall appear on all invoices and correspondence.

Billings must be itemized, showing hours worked by each staff member with a clear definition of the project phase the work relates to. All billings must correlate to the project progress reports and submitted in a timely manner.

Upon approval of the invoice by the UDOT Project Manager, payments will be processed every other week. STATE will remit payment by mail.

2. **PROGRESS PAYMENTS** Progress payments will be made for mobilization, data collection, and data processing, with 20% of the invoiced amount retained as a performance guarantee.
3. **FINAL PAYMENT** Final payment, including any amounts retained, shall be made 60 days after final sign off for each task and deliverable, such as file translation, custom computer programming or project records, and system test materials and documentation have been received and accepted by the UDOT Project Manager as accurate and complete.
4. **PRICE GUARANTEES** The OFFEROR agrees the prices bid on services in this contract shall be guaranteed through completion of the contract.
5. **NOTIFICATION** Notice given under this Contract shall be written, or sent by facsimile or other electronic means. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Facsimile or other electronic notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to OFFEROR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to STATE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. CHANGE IN PERSONNEL OR RESOURCES** No change in personnel or resource assigned to this project will be permitted without prior written approval of the UDOT Contract Manager.

**7. RESPONSIBILITY FOR WAGES** The OFFEROR is responsible for all applicable company wages in accordance with the federal, state and local laws and ordinances.

**8. EMPLOYMENT OF STATE EMPLOYEES** The OFFEROR agrees not engage in any way the services on this contract of any present or former STATE employee who was involved as a decision maker in the selection or approval process or who negotiated and/or approved billings or contract modification for this contract.

**9. NON-COMPETE AGREEMENTS** The OFFEROR represents that its officers and employees are free to contract with the STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to, an agreement not to compete for a period of time, unless disclosure has been made. OFFEROR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. The STATE may elect to terminate a contract immediately with OFFEROR who is subsequently determined to be subject to such restrictions, without liability to the STATE. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the OFFEROR.

**10. CONFIDENTIAL INFORMATION** To the extent work under this contract requires the OFFEROR may be given access to confidential or proprietary business, technical, or financial information belonging to the STATE. The OFFEROR shall, after receipt thereof, treat such information as confidential. Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ, nor use for purposes other than performance of this Contract, any specifications, drawings, blueprints, data, business information, or other confidential information which is learned by virtue of this Contract, except where required by law. OFFEROR agrees not to appropriate such information to their own use or disclose such information to other parties unless specifically authorized by the STATE in writing. The foregoing obligations, however, shall not apply to:

- a. Information that, at the time of receipt by the OFFEROR, is in public domain.
- b. Information that is published after receipt by the OFFEROR, or otherwise becomes part of the public domain through no fault of the OFFEROR.
- c. Information that the OFFEROR can demonstrate was already in its possession at the time of receipt, and was not acquired directly or indirectly from the STATE.
- a. Information that the OFFEROR can demonstrate was received from a third party who did not require the OFFEROR to hold such information in confidence.



**11. QUALITY OF SERVICES** OFFEROR represents to STATE that it is experienced in and thoroughly familiar with all aspects of the services required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to perform the services.

No changes in the services to be provided by OFFEROR under this Contract shall be made without State's prior written approval.

**12. PROGRESS REPORTS** The OFFEROR will submit monthly progress reports following the format established by the STATE in sufficient detail to document the progress of the work and support the monthly claim for payment. The report is to be submitted at the same time as an invoice. Payments will not be made without a supporting progress report.

**13. CONFERENCES** The OFFEROR will prepare and present written information and studies to the STATE so it may evaluate the features and progress of the work. Either party may request a conference at a place designated by the STATE. The conferences shall also include inspection of the OFFEROR'S services and work products when requested by the STATE.

In regard to consultative work performed hereunder, the OFFEROR may be required to perform such additional work, during the warranty period, as is necessary to ensure any deliverable product hereunder meets the functional specifications as proposed by OFFEROR and approved by the STATE, or as otherwise agreed in writing as a part of this contract, without undue delays and without additional cost to the STATE.

**14. PROJECT REVIEWS** It is understood and agreed authorized representatives of STATE and, when federal Funds are used, the Federal Highway Administration, shall have the right to review and inspect the work in process, and the OFFEROR facilities, at any time during normal business hours or by appointment.

**15. SIMILAR PRODUCTS** Should the STATE independently design, develop, or acquire ideas and concepts identical or similar to those provided by or contained in the OFFEROR'S product, OFFEROR agrees this Contract shall not prevent STATE from using such ideas or concepts to design, develop, or acquire hardware or software for its use.

**16. OWNERSHIP OF WORK PRODUCT** OFFEROR agrees that any and all work products shall be the sole and exclusive property of STATE.

OFFEROR further agrees that STATE is and shall be vested with all rights, title, and interests, including patent, copyright, trade secret, and trademark rights in OFFEROR'S work product produced under this Contract. OFFEROR shall not encumber said work product in any way or act(s) inconsistent with State's title thereto.

OFFEROR is required to execute all papers including patent applications, inventing assignments, and copyright assignments, and otherwise shall assist STATE at State's expense to perfect in State's rights, and other interests in OFFEROR'S work product

expressly granted to STATE under this Contract. All services, information, computer elements, programs, reports and other deliverables, which may be created and patented or copyrighted under any resulting contract, are the property of STATE, and shall not be used or released by the OFFEROR or any other person, except with prior written permission of STATE. If any material including hardware or software, which is currently held, patented or copyrighted, becomes a functioning part of the product delivered, STATE must be notified in advance in writing. STATE will give written approval to proceed.

All documents and data pertaining to work required by this contract will be the property of the STATE and must be delivered to the STATE within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation to their further use. Cost to all the above items will be considered as included in the basic contract compensation of the work as described.

**17. INTELLECTUAL PROPERTY INDEMNITY** Upon State's written notification to OFFEROR, OFFEROR shall defend, at its expense, any claim against STATE alleging the Services, or any part thereof, infringe on any patent, copyright, trademark, trade secret, mask work, or other intellectual property interest in any country, and shall pay all costs and damages awarded. If an injunction against State's use, sale, lease, license, other distribution of the Services or Product, or any part thereof, results from such a claim (or, if STATE reasonably believes such an injunction is likely), OFFEROR shall, at its expense, (and in addition to the OFFEROR'S other obligations hereunder) and as STATE requests, obtain for STATE the right to continue using, selling, leasing, licensing, or otherwise non-infringing but functionally equivalent. The provisions of this section shall not apply to any claim for infringement resulting solely from OFFEROR'S compliance with State's detailed design specifications, where provided.

**18. FACILITIES AND MATERIALS** The OFFEROR and all personnel working under this contract shall not acquire, borrow, copy, or use in any manner software, documentation, or data on any STATE data processing facility for use other than as required to complete this contract.

**19. SUSPENSION OF WORK** Should the STATE desire to suspend the work, but not terminate the contract; this will be done by written confirmation. The work may be reinstated upon two (2) weeks advance written notice from the STATE. The STATE understands any such suspension of the work may affect both the time of performance and price to complete the work when reinstated.

**20. ASSIGNMENT OF CONTRACT** The OFFEROR shall not sublet, assign or transfer any part of this contract without prior written approval from STATE. Neither shall the provision of monies due under this contract be assignable without prior written approval of STATE.

**21. FAILURE TO COMPLETE** At any time the OFFEROR determines the contract work cannot be completed within the specified time or budget, the OFFEROR must notified STATE in writing, immediately. The STATE may, at its sole discretion, extend the contract by written modification.

**22. NON-PERFORMANCE** If, at any time, OFFEROR fails to demonstrate the required expertise (as represented in the OFFEROR'S proposal) or fails to meet acceptable standards of performance, the STATE reserves the right to require the OFFEROR to replace individual(s) with a competent individual(s). This replacement must be approved by the STATE Project Manager. If the OFFEROR fails to accomplish project objectives or meet schedule commitments established in meetings with the STATE Project Manager, this contract may be canceled immediately. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the OFFEROR.

**23. TERMINATION** The occurrence of any of the following constitutes a breach by OFFEROR unless corrected by OFFEROR within two (2) weeks.  
OFFEROR failure to perform services and/or deliver product on time.

Services performed and/or product delivered by OFFEROR that do not conform to the terms set forth in this Contract.

OFFEROR fails to perform any material provision of this Contract.

OFFEROR assigns this Contract, or any obligation or rights hereunder. (The term "assign" to include, without limitation, a transfer of majority.)

OFFEROR sells or merges with a third-party (not a parent or subsidiary company) without the prior written consent of STATE.

OFFEROR becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of OFFEROR'S assets.

OFFEROR shall cure any of the above breaches and notify STATE of such cure within two (2) weeks from receipt of a notice to cure from STATE. If OFFEROR fails to cure, STATE may terminate this Contract by giving OFFEROR written notice. STATE shall have no liability to OFFEROR thereafter except for payment of any balance due for conforming services performed prior to the date of State's notice to cure. STATE may, at its option and without regard to OFFEROR'S ability to cure, terminate this Contract for cause in the event of any second or subsequent instances of the above breaches by OFFEROR.

**24. TERMINATION FOR OTHER THAN NON-PERFORMANCE** If the STATE terminates for reasons other than non-performance, the OFFEROR is relieved of any performance responsibilities on the project, and the withheld performance guarantee amount will be released by the STATE. The estimated completion of projects may overlap in new fiscal years. (STATE fiscal year is from July 1, to June 30). If funding is not allocated for individual projects which overlap into the new fiscal year, the project will be automatically terminated on June 30<sup>th</sup> without written notice to contract.

**25. FORUM FOR ENFORCEMENT** Any controversy or claim arising out of, in

connection with, or relating to this Contract or a breach thereof shall be settled by arbitration under the arbitration rules of the American Arbitration Association, Utah Board. The arbitration proceeding shall be governed by the Statutes of the State of Utah, and the proceeding shall be held in Salt Lake City, Utah. Anything to the contrary contained in the above mentioned rules and statutes notwithstanding, the parties consent that any papers, notices, or process necessary or proper for the institution or continuance of, or relating to any arbitration proceeding, or for the confirmation of an award and entry of judgment on any award made, including appeals in connection with any judgment or award, may be served on each of the parties by registered mail addressed to the party at the principal office of the party or by personal service on the party in or without the above mentioned state. The parties hereby recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.

**26. DISPUTES** Any dispute arising under this Contract which is not resolved by the STATE and OFFEROR shall be decided by a court of law under the terms of Section 27. Forum for Enforcement. Pending settlement of the final decision by the court, OFFEROR shall proceed diligently with the performance of the Contract in accordance with State's direction.

**27. COOPERATION BETWEEN OFFERORS** The STATE reserves the right to contract for and perform other or additional work on associated with this contract. In this case each OFFEROR involved in shared work areas shall place all work files and elements on designated STATE project network drive, as well as coordinate with development of shared code, data, objects, etc., without interfering with or hindering the progress or completion of the work by the OFFEROR, other OFFERORS, or STATE employees.

Where warranted, when separate concurrent contracts are awarded within the same work area, each OFFEROR shall submit a current realistic progress schedule that coordinates their work with the work of other OFFERORS. Before the STATE accepts the schedules, each party shall have the opportunity to review all schedules. After review and consultation, the STATE will determine acceptable schedules, which will then be incorporated into the contract for each OFFEROR.

Each OFFEROR involved accepts all liability, financial or otherwise, in connection with their contract and is responsible for any and all damages or claims that may arise because of interference, hindrance, delay or any other loss caused to other OFFERORS working within the limits of the same work area, or to the STATE.